

**BROWN & HUTCHINSON**

ATTORNEYS AND COUNSELORS AT LAW

925 CROSSROADS BUILDING  
TWO STATE STREET  
ROCHESTER, NEW YORK 14614

T. ANDREW BROWN  
MICHELLE A. HUTCHINSON\*  
RONIT ZUSMAN\*\*  
MICHAEL COBBS  
R. ANDREW FEINBERG  
GEORGE F. HILDEBRANDT\*\*\*  
KAREN BAILEY TURNER  
KIMBERLY J. CAMPBELL  
BREANNE S. SKIVINGTON  
TIFFANY L. D'ANGELO  
ALINA NADIR  
LOUISE BOILLAT

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TELEPHONE (585) 454-5050  
FAX (585) 454-5066

\* ALSO ADMITTED IN ILLINOIS  
\*\* ALSO ADMITTED IN OREGON  
\*\*\* OF COUNSEL

November 6, 2013

***Via Facsimile [212-805-7942]***

Honorable Alvin K. Hellerstein  
United States District Court  
Southern District of New York  
United States Courthouse  
500 Pearl Street, Room 1050  
New York, New York 10007

Re: Tidwell v. Zhejiang Jiandi Trading & Industrial Co., Ltd., et al.  
Case No. 13-cv-5701 (AKH)

Dear Judge Hellerstein:

As you may recall, our firm represents Wal-Mart Stores, Inc. ("Wal-Mart") in the above-referenced action. On October 29, 2013, I forwarded a letter to plaintiff's counsel advising that Wal-Mart is willing to discuss settlement once my client determines if it possesses any property that plaintiff is legally entitled to receive. None of Wal-Mart's suppliers have the exact name, Zhejians Jiandi Traders & Industrial Co., Ltd., the defaulting defendant in the underlying action ("Defaulting Defendant"). Therefore, we asked plaintiff's attorney to provide additional identifying information for the Defaulting Defendant. On or about October 31, 2013, plaintiff's attorney Rachel Ann Kierych informed my office that she believed her firm may have such information. This information is essential to any productive settlement negotiations, as at this point, from the limited information Wal-Mart has received, it does not have a business relationship with the Defaulting Defendant. To date, we have not received any such information from plaintiff's attorneys.


The Court has scheduled a conference to discuss settlement for November 8, 2013. However, I am not available to attend the conference on November 8, 2013. Additionally, it seems best to confer only after plaintiff's attorneys have provided the information discussed above, which will allow Wal-Mart to determine if it has any property (e.g. accounts payable) of the Defaulting Defendant.

On November 5, 2013, my associate, R. Andrew Feinberg, spoke with Ms. Kierych regarding adjourning the November 8, 2013 conference. She tentatively agreed to adjourn the conference to November 21, 2013 conditioned on her client's approval. Subsequently, she forwarded an e-mail to Mr. Feinberg setting forth in pertinent part "Unfortunately, we will not be able to consent to an adjournment."

Mr. Feinberg has also spoken with the attorney representing the remaining garnishees, John M. Mueller. Mr. Mueller agrees that adjourning the conference at this point is appropriate and consented to adjourning the conference until November 21, 2013.

This is the first request for an adjournment in this matter.

Very truly yours,

A handwritten signature in black ink that reads "T. Andrew Brown / mcl". The signature is written in a cursive, flowing style.

T. Andrew Brown

TAB/md

cc: David Graff, Esq. (via facsimile only [212-278-1733])  
Rachael Ann Kierych, Esq. (via facsimile only [212-278-1367])  
Shveta Kakar, Esq. (via facsimile only [212-326-2061])  
John M. Mueller, Esq. (via facsimile only [513-381-0205])  
Jason S. Oliver, Esq. (via email only [joliver@bakerlaw.com])